



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

edge of the trustee's want of authority to dispose of the paper for his own benefit.

Wills—Attestation in the Presence of Testator—Va. Code, 1904, § 2514.—It is well established that in Virginia an attestation of a will not made in the same room with the testator is prima facie not an attestation in his presence; but the presumption may be repelled by showing that from the position actually occupied by the testator he could plainly see the act of attestation. *Moore v. Moore*, 8 Grat. 307; *Nock v. Nock*, 10 Grat. 106; *Young v. Barner*, 27 Grat. 105. But the question arises, when the attestation is in another room, out of the range of the testator's vision, whether the defect can be cured by subsequent ratification and approval of the testator. This question was considered and decided in the negative by the supreme court of Illinois in *Calkins v. Calkins*, 1 L. R. A. (N. S.) 393. 216 Ill. 458.

Contracts—Mutuality.—A written contract, signed by both parties, appointing plaintiffs defendant's exclusive agents to sell the latter's product, is held, in *Emerson v. Pacific Coast & N. Packing Co.* (Minn.) 1 L. R. A. (N. S.) 445, not to be wanting in mutuality so as to prevent an action for damages for its breach.

Contracts—Rescission—Restitution.—The general rule requiring a party seeking to rescind a contract for nonperformance by the other to restore or tender back what has been received from the latter, is held, in *Timmerman v. Stanley* (Ga.) 1 L. R. A. (N. S.) 379, not to apply where one party agreed to teach another a certain thing, and, after beginning the course of instruction, refused to proceed further.

Corporations—Liability of Promoters.—One who organized a corporation for the transaction of his personal business is held, in *Donovan v. Purtell* (Ill.) 1 L. R. A. (N. S.) 176, to be personally liable for money received by him for investment, in return for which he delivered a worthless obligation of the corporation.

Corporations—Stock and Stockholders.—A stockholder, who was also a secretary, of a corporation, is denied, in *Boulden v. Stilwell* (Md.) 1 L. R. A. (N. S.) 258, the right to recover against other officers for representations by which he was induced to dispose of his stock at a loss.

Witnesses—Privilege of Refusing to Testify.—The right of a witness to claim the constitutional privilege against self-incrimination is denied in *State v. Jack* (Kan.) 1 L. R. A. (N. S.) 167, where, by the terms of a statute, the immunity afforded is coextensive with the constitutional privilege of silence.